

**Notice to Offerors**

**Request for Proposals**

**# 1012159**

**Congregate and Home Delivered Meals for Seniors**

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "G" (Section A, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website ([www.montgomerycountymd.gov](http://www.montgomerycountymd.gov)), and clicking on "Departments," "General Services," "Office of Procurement," and then "Living Wage." . Also, the Wage Requirements law ("Living Wage") is available at the same website.



## REQUEST FOR PROPOSALS

RFP# 1012159

### **Congregate and Home Delivered Meals for Seniors**

December 23, 2011

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

One original and 5 copies of your proposal must be submitted in a sealed envelope/package no later than 3:00 PM on January 23, 2012, to the Department of General Services, Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There will not be an optional pre-submission conference.

The County will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, please contact **Melanie Polk, Acting Director, Senior Nutrition Program, at 240-777-3053.**

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact Samuel Flood, Procurement Specialist at (240) 777-9946.

**(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)**

<b>This is a Services Contract (see Section A, Services Contract):</b>	<b>X</b>
<b>or</b>	
<b>This is a Construction Contract (See Attachment H):</b>	
<b>or</b>	
<b>This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract (disregard Attachment H):</b>	

David E. Dise, Director  
Department of General Services

Revised 08/10

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Montgomery County, Maryland  
Acknowledgment Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: \_\_\_\_\_

Printed Name and Title of  
Person Authorized to Sign Proposal: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

**SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES**

The following provisions are applicable to this solicitation:

**ACCEPTANCE TIME**

The anticipated start date for a contract resulting from this solicitation is July 1, 2012. By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has until July 1, 2012, to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies a date earlier than July 1, 2012 for County acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

**ACKNOWLEDGMENT**

The offeror is to include the signed acknowledgment (Page 4) indicating agreement with all the terms and conditions of the solicitation.

**CONTRACT DOCUMENTS**

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. Minority Business Program & Offeror's Representation.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
4. Minority, Female, Disabled Person Subcontractor Performance Plan.
5. Offeror's Certification of Cost & Price (for contracts above \$100,000)
6. Wage Requirements for Services Addendum and Wage Requirements Certification
7. All representations and certifications listed in this document.

**DETERMINATION OF RESPONSIBILITY**

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

**SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)**

6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity.

**JOINT PROCUREMENT**

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)  
 Montgomery College (MC)  
 Montgomery County Public Schools (MCPS)  
 Montgomery County Revenue Authority  
 Montgomery County Housing Opportunities Commission (HOC)  
 Washington Suburban Sanitary Commission (WSSC)  
 Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above jurisdictions.

**LATE PROPOSALS**

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

**MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE**

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

**MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS**

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

**OPTIONAL PRE-SUBMISSION CONFERENCE**

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

**PAYMENT TERMS**

**SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)**

The County's payment terms are net thirty (30) days.

**PROPOSALS**

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified will be returned unopened to the offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

**PROPOSAL WITHDRAWAL/MODIFICATION**

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

**PROPRIETARY & CONFIDENTIAL INFORMATION**

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

**PROTESTS**

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Department of General Services, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

Only an offeror who is "aggrieved" may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all



## SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

PUBLIC POSTING

It is the responsibility of the offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at:

[www.montgomerycountymd.gov/content/DGS/pro/public\\_awards.asp](http://www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp).

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

QUESTIONS

All technical and nontechnical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable under County law and may be rejected.

SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at [http://www.montgomerycountymd.gov/content/DGS/PRO/public\\_solicitations.asp](http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp) periodically to remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

1. By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

**SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR****1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

**2. AMERICANS WITH DISABILITIES ACT**

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

**3. APPLICABLE LAWS**

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

**4. ASSIGNMENTS AND SUBCONTRACTS**

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

**5. CHANGES**

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

**6. CONTRACT ADMINISTRATION**

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;
- (10) issue notices to proceed; and

(11) monitor and verify compliance with any MFD Performance Plan.

- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

#### 7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

#### 8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

#### 9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

#### 10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

#### 11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

#### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

#### 13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3, "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

# RFP # 1012159

## TABLE A. - INSURANCE REQUIREMENTS (See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

### CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non- owned automobiles)				
Bodily Injury each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder  
Montgomery County Maryland (Contract #)  
Office of Procurement  
Rockville Center  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4166

\*Professional services contracts only

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**RFP # 1012159**

**TABLE B. - INSURANCE REQUIREMENTS**  
(See Paragraph #21 Under the General Conditions of Contract  
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)  
Office of Procurement  
Rockville Center  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4166

**(Remainder of Page Intentionally Left Blank)**

**22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT**

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

**23. NON-CONVICTION OF BRIBERY**

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

**24. NON-DISCRIMINATION IN EMPLOYMENT**

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

**25. PAYMENTS**

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

**26. PERSONAL PROPERTY**

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

**27. TERMINATION FOR DEFAULT**

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

**28. TERMINATION FOR CONVENIENCE**

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

**29. TIME**

Time is of the essence.

**30. WORK UNDER THE CONTRACT**

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

**31. WORKPLACE SAFETY**

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

**THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.**

PMMD-45. REVISED 04/01/10



## SECTION C - SCOPE OF SERVICES:

### 1. Background/Intent

The County is seeking a food service operation to provide lunch meals for seniors at congregate sites and pre-packaged meals to be delivered to specified locations where volunteers will pick them up and deliver them to homebound seniors. The meals must meet federal requirements as mandated by the Maryland Department of Aging and must be prepared and delivered in accordance with Code of Maryland Regulations (COMAR) 10.15.03.

Nutrition services are funded under Public Law 109-365, the Older Americans Act (OAA) of 1965 as amended October 16, 2006. The goal is to promote better health through improved nutrition and to help older adults remain healthy, independent and active, living with honor and dignity in their homes and communities. The Montgomery County Senior Nutrition Program (SNP) provides meals for older adults in congregate settings to promote better health with improved nutrition, reduce isolation through socialization and provide access to other supportive services. The SNP also provides home delivered meals for adults who are frail, homebound due to illness or disability, or otherwise isolated.

### 2. Scope of Services

- a. The Contractor must operate a food service facility that is currently licensed in the State of Maryland, the District of Columbia or the Commonwealth of Virginia, and has satisfactory inspection reports for at least three (3) years of operation prior to the start of the term of a Contract resulting from this solicitation.
- b. The Contractor must prepare up and deliver to a maximum of 600 meals daily, 175,000 annually, including hot and cold meals, in accordance with this Section C and the Menu Standards in Attachment I.
- c. The Contractor must make inside deliveries of up to a maximum of 600 meals per day to multiple locations so that the meals may be served in a timely manner as described in this Section C, Attachment J.
- d. The Contractor must work with the SNP to develop menus that meet federal and state requirements according to current Menu Standards from the Maryland Department of Aging (Attachment I). Menus must be developed by the Contractor based on these standards and submitted electronically to the SNP for review and any required revisions. Menus must show variety including fresh salads and fresh fruit, and be appropriate for seniors. Lunch meals are usually hot meals; a cold meal is provided as a second meal for home delivered meals. Three cycle menus are required annually; menus for cold meals used for home delivered meals are required with each cycle menu. The SNP will distribute monthly menus to the nutrition sites.
- e. The Contractor must provide a nutritional analysis with each cycle menu that includes an analysis of each menu and shows for each menu item the nutrients required in Menu Standards, Attachment I or any updated Menu Standards..
- f. The Contractor must provide meals according to the monthly menus. If substitutions are necessary, the SNP must approve the substitutions prior to use. If a substitute is made without SNP approval and the substitution results in an entrée or meal does not meet the Menu Standards in Attachment I, the meals **must not** be billed to the County.

- g. The Contractor must provide suitable condiments, coffee, tea and all disposable items needed for the meals in sufficient quantities for meal orders and that meet acceptable quality standards for use by older adults. For congregate sites, disposable items include sectioned plates, soup cups, dessert cups, hot and cold cups, flatware, napkins, straws. For home delivered meals disposable items include only flatware, napkins and straws.
- h. The Contractor must comply with COMAR 10.15.03.
- i. The Contractor, in preparing meals, must comply with Montgomery County Council Resolution 16-134, known as the “Trans Fat Ban”, found at [http://www.montgomerycountymd.gov/content/hhs/license/EnvHealth/TransFat/pdfs/transfat\\_resolution16-134.pdf](http://www.montgomerycountymd.gov/content/hhs/license/EnvHealth/TransFat/pdfs/transfat_resolution16-134.pdf)
- j. The Contractor must follow the SNP’s weather policy which currently cancels meals at senior community centers when Montgomery County Public Schools are closed or open late due to weather; when schools open late, every effort is made to deliver meals to housing sites.
- k. The Contractor must take weekly orders for meals from congregate sites and the coordinators for home delivered meals (Attachment J); current sites are subject to change in the future. The Contractor must accept revisions to meal orders up to the weekday before the meal order is to be delivered.
- l. For congregate sites, the Contractor must package meals in bulk or individually plate the meals as requested by the SNP. Bulk food must be packed to prevent leaking; bread may be sent in the original wrapping; fat-free milk must be provided in half-pint containers. For plated meals, hot food must be packaged in sealed containers; dry foods must be wrapped airtight, either bulk-wrapped or individually-wrapped; moist foods must be packaged individually in tightly covered containers to prevent leakage; soups and juices may be sent in bulk containers or individual containers.
- m. All home delivered meals must be individually plated and packaged. The Contractor must provide hot food for home delivered meals in sealed containers. Dry foods must be individually-wrapped airtight; moist foods must be packaged in tightly covered containers to prevent leakage. The dry foods, moist foods, milk and juices must be combined in individual bags or boxes.
- n. The Contractor must use industry standards procedures to ensure that foods maintain safe temperatures and arrive in acceptable condition. If food arrives outside of safe temperature zone, the site must call the Contractor and the Contractor will determine whether the food is safe for use. If the food is deemed unsafe to use, or unacceptable, it will be discarded and a replacement meal will be requested. If a replacement meal cannot be provided in time to serve lunch as scheduled, the remainder of the meal will be served and the meal order must be billed following the procedures described below in “t”.
- o. The Contractor must label all containers with site name, number of meals and date.
- p. The Contractor must deliver meals to congregate sites and to locations where volunteers will pick up the meals and deliver them to homebound participants. The Contractor must provide delivery truck route schedules for all locations to the SNP and immediately update schedules when changes occur. Current congregate sites and locations for home delivered meals are listed with addresses and in Attachment J. Congregate sites and locations for home delivered meals are subject to change by the

SNP in the future.

- q. The Contractor must deliver meals to congregate sites so that they may be served as scheduled for each site in Attachment J. The Contractor must call the site to inform when delivery will be more than 30 minutes late. If delivery is more than 30 minutes late and the number of meals served is fewer than the meal order, the site must inform the Contractor of the actual number of meals served; this will be the number of meals billed by the Contractor to the County.
- r. The Contractor must deliver meals to locations for home delivered meals as indicated on the delivery schedule (Attachment J). The Contractor must speak with or leave a message for the Coordinator of the sites affected in the event delivery will be more than 20 minutes late and also call the SNP.
- s. The Contractor must send a Server to specific sites as requested by the SNP. Currently, the sites are Holiday Park Senior Center, Margaret Schweinhaut Senior Center, and Rockville Senior Center. The Server's responsibilities include serving meals from bulk food according to directions from the Nutrition Site Manager and cleaning the area used to serve the meal. The Server, in cooperation with the Nutrition Site Manager, must follow the policies in the SNP Nutrition Site Management Manual. The Server must be a certified food service manager.
- t. When meals arrive incomplete due to missing food items or with food that cannot be served because of unsafe temperatures or arriving in an unacceptable condition, as determined by the site, and there is no replacement of that food by the Contractor, the Contractor's price per meal will be reduced as follows: (1) missing entrée – no payment for the meal; (2) missing any other food item with the exception of one slice of bread or a small roll – 50% reduction of payment for the meal.
- u. The Contractor must provide monthly records of meals delivered to all sites and hours worked by Servers, to provide documentation of service for billing the County.
- v. The Contractor must provide cold lunch meals to additional locations as specified by the SNP, with lead time to be agreed upon.
- w. The Contractor must maintain all appropriate delivery equipment, including temperature controlled vehicles, state of the art carriers, hot and cold packs, and other equipment needed to ensure that meals arrive at sites within safe temperature guidelines.

### **3. REPORTS**







The Contractor must submit monthly reports to the SNP within 12 days after the end of each month. The report must contain documentation of services for the sites listed in Attachment J. The report must also include the total number and cost for each type of meal delivered to each site in addition to the total number of days and hours worked by the Servers at each site.

### **4. PERFORMANCE MEASURES**

The Contractor must support the DHHS program outcome goal of improving the nutritional intake of seniors in Montgomery County.

In addition the Contractor must administer a customer satisfaction survey that includes the following:

How would you rate your recent experience with this program or service in each of the following areas:

	Very Satisfied  	Satisfied 	Not Satisfied 	Very Unsatisfied  	Don't Know/Not Applicable
Responsiveness/Timeliness					
Food Quality					
Courtesy/respect					
Overall Experience					

## SECTION D - PERFORMANCE PERIOD

### 1. TERM

The effective date of the Contract begins upon signature by the Director, Department of General Services. The period in which the County must order all work under the Contract begins on July 1, 2012 and ends on September 30, 2013. Contractor must also perform all work in accordance with time periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term four (4) times(s) for one (1) year each.

### 2. PRICE ADJUSTMENTS

Prices quoted are firm for the first term of this Contract. Any request for a price adjustment after the first term is subject to the following:

- A. approval or rejection by the Director, Department of General Services, or designee;
- B. the request for a price adjustment must be submitted in writing to the Director, Department of General Services, and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the Contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods or services under this Contract.
- C. the price adjustment request must be submitted sixty (60) days prior to this Contract's expiration date, if this Contract is being amended;
- D. The request may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- E. The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- F. The price adjustment must be executed by written contract amendment.

## SECTION E - METHOD OF AWARD/EVALUATION CRITERIA

### 1. PROCEDURES

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section E.2.a. The QSC will also review an offeror for responsibility. The QSC reserves the right to make a site inspection of the offeror's facility as part of determining responsibility and suitability in relation to this RFP.
- b. Vendor interviews **will not** be conducted.
- c. The QSC will make its award recommendation of the highest ranked acceptable offeror based on the QSC's written score, site visit if applicable and its responsibility determination;
- d. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Department of General Services.

- e. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- f. Upon approval of a recommended award to a proposed awardee, by the Director, Department of General Services, the County will enter into negotiations with the proposed awardee. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award
- g. After the successful conclusion of negotiations, the Director will publicly post the name of the proposed awardee.
- h. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

## 2. EVALUATION CRITERIA

## POINTS

### a. Written Proposal Evaluation Criteria

The QSC will evaluate the written proposals based on the following criteria.

- |  |     |
|--|-----|
| 1. Experience providing meals for multiple congregate sites and/or home delivered meals preferably to seniors. | 25  |
| 2. Plan to provide the required meals as described in the Scope of Services, including sample menus.           | 30  |
| 3. Experience and qualifications of staff.   | 8   |
| 4. Inspection reports for the previous three (3) years   | 7   |
| 5. Proposed cost per meal and cost justification using The Components of Meal Cost form (Attachment K)         | 30  |
| Highest possible QSC score for written proposal evaluation:  | 100 |

## SECTION F - SUBMISSIONS

### 1. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

Offerors must submit one original and five (5) copies of their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):

- a. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number and fax number.
- b. The Acknowledgment (page 4) of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
- c. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County. (see Attachment A)
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment G. Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.
- e. Metropolitan Washington Council of Governments Rider Clause - Attachment B

- f. Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). **To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.**
- g. Minority Business Program and Offeror's Representation - Attachment C
- h. A description of the Offeror's experience providing congregate and home delivered meals..
- i. A detailed plan outlining the Offeror's plan for providing the required meals described in this RFP, including the following:
  - 1. Preparing at least 600 meals daily, 175,000 annually, including hot and cold meals, in accordance with Section C, Scope of Services and the Menu Standards in Attachment I.
  - 2. Providing supplies for the meals as described in Section C.
  - 3. Making inside deliveries of at least 600 meals daily to multiple locations and served in a timely manner as described in Section C, Attachment J and the current Senior Nutrition Program Site Management Manual.
  - 4. Delivering meals that arrive at safe temperatures and in acceptable condition.
  - 5. Accepting meal orders from multiple sites, adjust the orders daily, and keeping accurate records of meal deliveries.
  - 6. Responding daily to sites regarding problems with meals and deliveries, at least from the time delivery is scheduled and up to one hour after the meal is served at each site.
  - 7. Maintaining monthly records of meal orders and deliveries at each location to the SNP.
  - 8. Providing monthly meal delivery records with monthly invoices.
  - 9. A sample of a 5-week cycle menu with a nutritional analysis of each menu in the cycle, including for each menu item the nutrients required in Menu Standards, Attachment I.
- j. A description of staff and staff qualifications as follows:
  - 1. List of staff positions involved in OAA meal preparation including number of employees in each position and number of years each employee has been on staff;
  - 2. Food Services Manager certificates for offeror's staff or other evidence that offeror has staff that meet this requirement for Montgomery County Division of Licensure and Regulatory Services for food service establishments;
  - 3. Copy of current Maryland Dietitian/Nutritionist license or current Registered Dietitian certificate issued by the Commission on Dietetic Practice for offeror's staff.
- k. A copy of the facility's license from the state of Maryland, the District of Columbia or Virginia; copies of inspection reports for the previous three (3) years.
- l. The Components of Meal Cost form (Attachment K) completed to show proposed cost per meal and cost justification. If, as a result of this Solicitation, negotiations are entered into with the offeror, the offeror will be required to provide additional documentation to support proposed costs. Additional documentation may include, but is not limited to financial statements, receipts, and payroll information.
- m. Proof of offeror's legal name, tax ID number, and profit/non-profit status. The following documents are required:
  - 1. IRS Form W-9
  - 2. Articles of Incorporation or Articles of Amendment (if applicable)
  - 3. Social Security number and name as it appears on Social Security Card (for sole proprietors)
  - 4. Commercial organizations must submit a statement on corporate letterhead attesting to their for-profit status
  - 5. If non-profit, a copy of Internal Revenue Service (IRS) determination letter

## 2. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – Attachment D

- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – Attachment E
- c. Certificate of Insurance (see mandatory insurance requirements) - Attachment F  
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. **If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice.**

## **SECTION G - COMPENSATION**

The contractor will be paid on a monthly basis within 30 days of submission of an acceptable and proper invoice, approved by the County. The invoice must include a report of meal counts, the agreed upon price per meal and must be received by the 12<sup>th</sup> day of the month following the month in which the services are provided.

## **SECTION H - CONTRACT ADMINISTRATOR**

### **1. AUTHORITY**

The Director, Department of General Services, is the delegated contracting officer. Therefore, the Director, Department of General Services, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

### **2. USING DEPARTMENT**

The contract administrator for any contract(s) resulting from this solicitation will be Jeri Cauthorn.

The contract administrator's duties include, but are not limited to the following:

- 1. Serve as liaison between the County and Contractor;
- 2. Give direction to the Contractor to ensure satisfactory and complete performance;
- 3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- 4. Serve as Records Custodian for this contract, including Wage Requirements;
- 5. Accept or reject the contractor's performance;
- 6. Furnish timely written notice of the contractor's performance failures to the Director, Department of General Services and to the County Attorney, as appropriate;
- 7. Prepare required reports;
- 8. Approve or reject invoices for payment;
- 9. Recommend contract modifications or terminations to the Director, Department of General Services;
- 10. Issue notices to proceed; and
- 11. Monitor and verify compliance with any MFD Performance Plan.

## **SECTION I - SPECIAL TERMS AND CONDITIONS**

Not Applicable

## **SECTION J - ETHICS**

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
  - (a) another party in the matter; or
  - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.



**ATTACHMENT A****REFERENCES**

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF  
FIRM:

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ADDRESS: 

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CITY: 

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 STATE: 

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 ZIP: 

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CONTACT PERSON: 

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 PHONE: 

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NAME OF  
FIRM:

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ADDRESS: 

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CITY: 

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 STATE: 

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 ZIP: 

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CONTACT PERSON: 

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 PHONE: 

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NAME OF  
FIRM:

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ADDRESS: 

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CITY: 

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 STATE: 

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 ZIP: 

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CONTACT PERSON: 

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 PHONE: 

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**ATTACHMENT B****METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE****USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

**In pricing section of contract:**OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	Alexandria, Virginia	_____	_____	Manassas Park, Virginia
_____	_____	Alexandria Public Schools	_____	_____	Maryland-National Capital Park & Planning
_____	_____	Alexandria Sanitation Authority	_____	_____	Commission
_____	_____	Arlington County, Virginia	_____	_____	Metropolitan Washington Airports Authority
_____	_____	Arlington County Public Schools	_____	_____	Metropolitan Washington Council of
_____	_____	Bladensburg, Maryland	_____	_____	Governments
_____	_____	Bowie, Maryland	_____	_____	Montgomery College
_____	_____	Charles County Public Schools	_____	_____	Montgomery County, Maryland
_____	_____	College Park, Maryland	_____	_____	Montgomery County Public Schools
_____	_____	Culpeper County, Virginia	_____	_____	Northern Virginia Community College
_____	_____	District of Columbia	_____	_____	OmniRide
_____	_____	District of Columbia Courts	_____	_____	Potomac & Rappahannock Transportation
_____	_____	District of Columbia Public Schools	_____	_____	Commission
_____	_____	District of Columbia Water & Sewer	_____	_____	Prince George's County, Maryland
_____	_____	Authority	_____	_____	Prince George's County Public Schools
_____	_____	Fairfax, Virginia	_____	_____	Prince William County, Virginia
_____	_____	Fairfax County, Virginia	_____	_____	Prince William County Public Schools
_____	_____	Fairfax County Water Authority	_____	_____	Prince William County Service
_____	_____	Falls Church, Virginia	_____	_____	Authority
_____	_____	Fauquier County Schools & Government,	_____	_____	Rockville, Maryland
_____	_____	Virginia	_____	_____	Spotsylvania County Schools
_____	_____	Frederick, Maryland	_____	_____	Stafford County, Virginia
_____	_____	Frederick County, Maryland	_____	_____	Takoma Park, Maryland
_____	_____	Gaithersburg, Maryland	_____	_____	Upper Occoquan Sewage Authority
_____	_____	Greenbelt, Maryland	_____	_____	Vienna, Virginia
_____	_____	Herndon, Virginia	_____	_____	Virginia Railway Express
_____	_____	Leesburg, Virginia	_____	_____	Washington Metropolitan Area Transit
_____	_____	Loudoun County, Virginia	_____	_____	Authority
_____	_____	Loudoun County Public Schools	_____	_____	Washington Suburban Sanitary Commission
_____	_____	Loudoun County Sanitation Authority	_____	_____	Winchester, Virginia
_____	_____	Manassas, Virginia	_____	_____	Winchester Public Schools
_____	_____	City of Manassas Public Schools	_____	_____	

Vendor Name

RFP # 1012159  
**ATTACHMENT C**

**Minority Business Program & Offeror's Representation**

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 – “Minority Contracting” Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

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Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



**Montgomery County MFD Report of Payments Received For Office Use  
Office of Business Relations and Compliance**

**SAMPLE ONLY! NOT TO BE USED BY PRIME**

MFD Subcontractor Company Name: \_\_\_\_\_

Prime Contractor Company Name: \_\_\_\_\_

Contract Number/Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

MFD Subcontract Amount: \$ \_\_\_\_\_

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of \_\_\_\_\_, my company received \$ \_\_\_\_\_ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO

DATE: \$ \_\_\_\_\_

TOTAL PAYMENTS RECEIVED TO DATE: \$ \_\_\_\_\_

Are you experiencing any contract problems with the prime contractor and/or the project? YES ☐ NO ☐

Comments: \_\_\_\_\_

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

\_\_\_\_\_  
(TYPED/PRINTED COMPANY NAME)

\_\_\_\_\_  
(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(SIGNATURE OF COMPANY OFFICIAL)

\_\_\_\_\_  
(DATE)

( ) - ( )  
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program  
Specialist II  
255 Rockville Pike, Ste. 180  
Rockville, MD 20850

**ATTACHMENT D**

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document “Minority, Female, Disabled Person Subcontractor Performance Plan”.

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR  
PERFORMANCE PLAN

Contractor's

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

CONTRACT NUMBER/PROJECT DESCRIPTION: \_\_\_\_\_

- A. Individual designated assigned by Contractor to monitor ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is \_\_\_\_\_% of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business (es) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_

This subcontractor will provide the following goods and/or services:

2. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

3. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

4. Certified By:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN  
FEMALE

ASIAN AMERICAN  
HISPANIC AMERICAN

DISABLED PERSON  
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet summarizing maximum good faith efforts achieved, and/or the intent to increase minority participation through out the life of the contract. or the basis for a full waiver request:

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
MFD Program Officer Date: \_\_\_\_\_

\_\_\_\_\_  
MFD Program Officer Date: \_\_\_\_\_

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
Director  
Department of General Services Date: \_\_\_\_\_

\_\_\_\_\_  
Director  
Department of General Services Date: \_\_\_\_\_

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. \_\_\_\_\_) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: \_\_\_\_\_



---

Signature

---

Typed Name

---

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: \_\_\_\_\_

---

Signature

---

Typed Name

---

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

---

Signature

---

Typed Name

---

Title

---

Date

APPROVED:

---

Director, Department of General Services

---

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:  
The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

**ATTACHMENT E**

**OFFEROR'S CERTIFICATION OF COST AND PRICE**

The Director, Department of General Services, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

**OFFEROR'S CERTIFICATION**

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

---

Name

---

Title

---

Name of Firm

---

Date of Submission

---

Signature of Authorized Representative

## **COST AND PRICE REQUIREMENTS**

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

## ATTACHMENT F

### MANDATORY INSURANCE REQUIREMENTS

#### *Congregate and Home Delivered Meals to Seniors*

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

#### Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Volunteers (if applicable)*
- Products and Completed Operations

#### Automobile Liability Coverage

A minimum limit of liability of ***five hundred thousand dollars (\$500,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

#### Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

#### Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

#### Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

#### Certificate Holder

Montgomery County, Maryland  
Health & Human Services / CMT / Glenda Bastian  
401 Hungerford Drive, 6<sup>th</sup> Floor  
Rockville, Maryland 20850

**ATTACHMENT G**

**Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor**

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

**Wage Requirements Certification**  
(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

YOU MUST MARK ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

1. Reserved [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).

- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) **(must complete item C below)**.
- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) **(must specify the law, or furnish a copy of the contract or grant)**.
- ☐ C. Nonprofit Wage & Health Information  
This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).
- ☐ D. Nonprofit's Comparison Price(s) (if desired)  
This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).
- ☐ E. Wage Requirements Reduction (if applicable)  
This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ \_\_\_\_\_. See Section 11B-33A(d).

### Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

**501(c) (3) Nonprofit Organization's Employee's  
Wage and Health Insurance Form**

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

**NOTE:** IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".



## ATTACHMENT H

### **Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor**

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through [www.LCPTracker.net](http://www.LCPTracker.net), within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
  - A. The name, address and telephone number of the Contractor or Subcontractor;
  - B. The name and location of the job;
  - C. Each employee's:
    - a. Name;
    - b. Current address unless previously reported;
    - c. Specific work classification;
    - d. Daily straight time and overtime hours;
    - e. Total straight time and overtime hours for the payroll period;
    - f. Rate of pay;
    - g. Fringe benefits by type and amount;
    - h. Gross wages.
5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the

decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;

12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and

13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.

*Attachment I***Department of Health & Human Services  
Senior Nutrition Program*****MENU STANDARDS (Subject to change in 2012)***

Menus must be certified by a dietitian-nutritionist licensed in Maryland that they meet requirements of the Older Americans Act. Each meal must provide 1/3 of Dietary Reference Intakes (DRIs) for Older Adults and must comply with the Dietary Guidelines for Americans. Nutritional content may be ensured with a Nutritional Analysis or by following the Meal Pattern approved by the Maryland Department of Aging.

Menus must be planned in advance for a minimum of one month, keeping repetition of entrées to a minimum. While menus are subject to change due to availability of food items, substitutions should be approved in advance by the Senior Nutrition Program or a licensed dietitian-nutritionist. At congregate sites, menus must be posted so as to be available to participants.

***Requirements for One Meal Daily******Nutritional Analysis***

The following nutrients are required for each meal.

Nutrient	Amount Required	Notes
Calories	655 calories per meal, averaged over one week	No meal may be less than 600 calories
<b>Protein</b>	17 g per meal	
<b>Fat</b>	≤ 30% calories, averaged over one week	No meal may have more than 35% calories from fat
<b>Fiber</b>	8 g averaged over one week	
<b>Calcium</b>	400 mg per meal	
<b>Magnesium</b>	140 mg per meal	
<b>Zinc</b>	3.7 mg per meal	
<b>Vitamin A</b>	300 mcg (RE), averaged over one week	
<b>Vitamin B6</b>	.6 mg per meal	
<b>Vitamin B12</b>	.8 mcg per meal	
<b>Vitamin C</b>	30 mg per meal	
<b>Sodium</b>	≤ 1000 mg, averaged over one week	No meal may have more than 1200 mg sodium

**Meal Pattern** (approved by Maryland Department of Aging)

When a Meal Pattern is used, each meal must provide the components below. Also see *Meal Components and Serving Sizes*, *Specific Nutrient Sources*, and *Meal Preparation Guidelines* given in pages that follow.

- 3 oz. edible cooked meat, fish, fowl, eggs or meat alternate
- 3 servings vegetables and fruits
- 2 servings starches/grains
- 1 cup low fat milk or equivalent
- Optional: fat, dessert, coffee or tea

### **Requirements for Two Meals Daily**

When 2 meals a day are served to the same population, the two meals must furnish a total of two-thirds of the DRIs. If the 2 meals are not served to the same population, each meal must meet the requirements for one meal.

### **Requirements for Three Meals Daily**

When 3 meals a day are served to the same population, the three meals must furnish a total of 100% of the DRIs. If the 3 meals are not served to the same population, each meal must meet the requirements for one meal.

### **Shelf Stable Meals**

Shelf stable (emergency) meals are combinations of foods that can be stored at room temperature. Cans should be easy to open and the box should be labeled with a “use by” date. They may be used for one year or up to expiration dates on the foods.

Meals must meet the Menu Standards; nutrient content of the meals in the package may be averaged to meet requirements. Menus of combinations to meet requirements must be included with the foods.

### **Meal Components and Serving Sizes**

#### **Meat, Fish, Poultry, Eggs, Cheese, and Legumes**

The meal shall contain a 3-ounce cooked, edible portion of meat, fish, poultry, eggs, cheese, or legumes, providing at least 17 grams of protein for one meal per day. Two-ounce portions may be served when 2 or 3 meals are served daily.

Protein equivalents to 1 ounce of meat:

- 1 egg
- 1 ounce cheese
- ¼ cup cottage cheese
- ½ cup cooked dried beans, peas or lentils
- 2 tablespoons peanut butter
- ¼ cup raw, firm tofu (calcium salt processed)
- 1/3 cup nuts

1. Use salted foods or high sodium meats (e.g. hot dogs, sausage, bacon, ham, cold cuts, etc) no more than 1 time per month for 1 meal per day, 2 times per month for 2 meals per day.
2. Serve legume dishes (using mature dried beans and peas and lentils) at least 2 times per week for 1 meal per day, 4 times per week for 2 or 3 meals per day.
3. Texturized Vegetable Protein (TVP) may be incorporated in recipes with a maximum ratio of 30% TVP to 70% meat.
4. Ground meat may be served no more than 2 times per week when serving 1 meal per day; 4 times per week when serving 2 meals daily; 6 times per week for 3 meals daily.  
Ground meat does not include formed meat products.
5. Soups containing at least one-half cup of beans, lentils or split peas may be counted as one ounce of meat.

#### **Vegetables**

A serving of vegetable is generally:

- ½ cup cooked, drained or raw vegetable
- 1 cup raw leafy greens
- ½ cup tomato sauce

- ½ cup 100% vegetable juice
1. Vegetables as a primary ingredient in soups, stews, casseroles or other combination dishes should total ½ cup per serving.
  2. Lettuce and tomato served as condiments are not a vegetable serving.

### **Fruits**

A serving of fruit is generally

- 1 medium whole fruit (size of a tennis ball)
- ½ cup fresh, chopped, cooked, frozen or canned, drained fruit
- ½ cup 100% fruit juice or cranberry juice
- 1 ounce dried fruit (apricots, cranberries, figs, prunes, raisins, etc.)

Fresh, frozen or canned fruit must be packed in juice, light syrup or without sugar.

### **Starches/Grains**

A variety of enriched and/or whole grain bread products, particularly those high in fiber are recommended. Serving sizes are:

1 slice (1 oz) bread	1 biscuit, 2.5" diameter
1 ounce ready-to-eat cereal	small sandwich bun
½ cup cooked cereal	½ large hotdog/hamburger bun, 1 oz
1 small (2 oz) muffin	2" cube cornbread
1 waffle, 4-5" diameter	1 tortilla, 6" diameter
1 pancake, 4" diameter	4-6 crackers (1 oz)
1 slice French toast	½ cup bread dressing/stuffing
½ English muffin	½ cup cooked pasta, rice, noodles
½ bagel, 3-4" diameter	½ cup cooked dried beans, split peas or lentils

Starchy vegetables: 1 serving is ½ cup potatoes, sweet potatoes, corn, lima beans, yams or plantains.

1. Use whole grains (whole wheat, whole rye, oats, brown rice, wild rice, multi-grains) at least
  - 2 times per week for 1 meal per day
  - 4 times per week for 2 meals per day
  - 6 times per week for 3 meals per day
2. Serve legume dishes (using mature dried beans and peas and lentils) at least
  - 2 times per week for 1 meal per day
  - 4 times per week for 2 or 3 meals per day

### **Milk**

Each meal must contain 8 ounces (1 cup) of fortified skim, 1% or buttermilk. If religious preference precludes the acceptance of milk with the meal, it may be omitted from the menu, however an equivalent substitute for calcium must be used.

Calcium equivalents:

- 1 cup yogurt
- 1 cup of reconstituted or 1/3 cup non-reconstituted powdered milk
- 1½ ounces of cheese (Cheddar, American, etc.)
- 1½ cups low fat cottage cheese

- ½ cup raw, firm tofu (calcium salt processed)
- 1 cup calcium fortified juice

## Fat

Fat is not a requirement. Meals contain fat components to increase palatability and acceptability. Fat may be used in food preparation or served to accompany the meals.

Serving sizes (50 calories):

- 1½ teaspoons fortified margarine
- 1½ teaspoons mayonnaise
- 1 tablespoon salad dressing
- 1½ teaspoons spread
- 1 tablespoon light cream cheese
- 1 strip of bacon

## Desserts

Desserts may be added to meet consumer preferences. Desserts using fruit, whole grains, and low fat or low sugar products are encouraged. Desserts can be used to meet requirements for components of the meal pattern, as follows.

1. When a dessert contains ½ cup of fruit per serving, it may be counted as a serving of fruit.
2. When a dessert contains the equivalent of 1 serving starches/grains per serving, it may be counted as a serving of starches/grains.
3. When a dessert contains ½ of a calcium equivalent (see Milk, above), it may be counted as ½ serving of milk.

## Condiments and Product Substitutes

Salt substitutes may not be provided. Sugar substitutes, pepper, herbal seasonings, lemon, vinegar, non-dairy coffee creamer, salt and sugar may be provided, but may not be counted as fulfilling any part of the nutritive requirements.

## Supplements

Medical foods and foods for special dietary uses may not be used as part of a meal. Title IIID, Senior Care and Medicaid waiver funds may be used for medical foods under certain circumstances, specified in the Area Plan.

### Specific Nutrient Sources

## Vitamin A:

- Vitamin A rich foods must be served 2 to 3 times per week for one meal per day and 4 to 6 times per week for 2 meals per day. One rich source or two fair servings may be used to meet the requirements.
- One serving of carrots or sweet potatoes/yams is equivalent to 3 servings of vitamin A rich foods. Other deep orange and dark green vegetables & fruits provide vitamin A.

Some **rich** sources of vitamin A include:

Apricots	Mango
Cantaloupe	Spinach
Collard greens	Turnip greens, other dark green leaves
Kale	Winter squash (Hubbard, Butternut)

Some **fair** sources of vitamin A include:

Apricot Nectar	Tomato Sauce
Broccoli	Vegetable Juice
Pumpkin	

**Vitamin C:**

- For each meal, vitamin C may be provided as 1 serving of a rich source, 2 half servings of rich sources or 2 servings of fair sources.
- Fortified, full-strength juices, defined as fruit juices that are 100% natural juice with vitamin C added, are vitamin C-rich foods.
- Partial-strength or simulated fruit juices or drinks, even when fortified, may not count as fulfilling this requirement, **except** cranberry juice.

Some **rich** sources of vitamin C include:

Broccoli	Kiwi
Brussels sprouts	Lemon or lime juice
Cantaloupe	Mandarin oranges
Cauliflower	Mango
Fruit juices, fortified	Orange or orange juice
Gelatin, fortified	Strawberries
Grapefruit or grapefruit juice	Sweet red pepper
Green pepper	Sweet potatoes/yams
Honeydew melon	Tangerine
Kale	

Some **fair** sources of vitamin C include:

Asparagus	Spinach
Cabbage	Tomatoes, tomato juice or sauce
Collard greens	Turnip greens
Mustard greens	Vegetable juice
Pineapple	Watermelon
Potatoes	

**Meal Preparation Guidelines**  
to meet the *DRI*s for *Fat and Sodium*

**Select Low-Fat, Low Sodium Foods**

- Use lean cuts of red meats, poultry without the skin, and all fish.
- Serve legume dishes (using mature dried beans & peas and lentils) in place of meat.
- Use high-fat, high-sodium meats (bacon, hot dogs, sausage) sparingly, i.e., once a month for one meal per day, twice a month for 2 meals per day, and 3 times a month for 3 meals per day.
- Use unsalted versions of salted foods (chips, crackers).
- Select low sodium versions of canned soups, tomatoes, vegetables, and salad dressings in place of regular canned/bottled items.
- Substitute low fat milk (1% or skim) or skimmed evaporated milk for whole milk and cream in recipes.
- Select low-fat, low sodium cheese in place of regular cheese.

- Substitute low fat or non fat yogurt for sour cream (or use low fat/non fat sour cream) as an accompaniment.
- Offer fruit desserts: Fruit Cup (fresh, canned-in-light-syrup-or-juice, frozen), Fruit Crisp, Fruit Cobbler, Fruit with Low-fat Pudding.

### **Prepare Foods in Low Fat, Low Sodium Ways**

- Use low fat cooking methods such as baking, broiling, steaming, stewing, microwaving. Minimize fat added to cooked meats and vegetables.
- Chill cooked stews and mixed dishes that can be reheated so that the fat will harden. Remove fat before heating to serve.
- Make sauces and gravies without fat. Add starch to cold liquid, instead of blending starch with fat, before cooking to thicken.
- Reduce fat by  $\frac{1}{2}$  in traditional recipes. To reduce saturated fat, substitute vegetable oils (canola, corn, olive, safflower, sunflower, soybean) for shortening, butter and margarine.
- Prepare foods without adding salt. Use herbs & spices and salt-free seasonings, lemon juice, lime juice and vinegar to flavor foods. Modified sodium seasonings may be used.
- In cooking, do not use high sodium ingredients such as soy sauce, catsup, BBQ & teriyaki sauce, prepared mustard, seasoned salts, MSG, bouillon, pickles, olives. These may be used as condiment-accompaniments to the meal.

Meals prepared following these guidelines will have less than 30% of calories from fat, less than 10% of calories from saturated fat, and each meal will provide fewer than 800 mg sodium.

<b>Menu Approval Sheet</b> for use with the <b>Maryland Menu Standards for Senior Nutrition</b>
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*See Meal Components and Serving Sizes for portion sizes and nutrient content.*

Food Group	1 Meal per Day		2 Meals per Day		3 Meals per Day	
	Minimum	Check	Minimum	Check	Minimum	Check
<b>Meal, Fish, Eggs, Legumes</b>	3 oz or equivalent		4 oz or equivalent		6 oz or equivalent	
	Legumes 2x/week		Legumes 4x/week		Legumes 4x/week	
<b>Fruits &amp; Vegetables</b>	3 servings		6 servings		9 servings	
<b>Vitamin A</b>	1 rich serving 2-3x/week		1 rich serving 4-6x/week		1 rich serving 4-6x/week	
<b>Vitamin C</b>	1 rich or 2 fair servings		2 rich or 4 fair servings		3 rich or 6 fair servings	
<b>Grains/ Starches</b>	2 servings		4 servings		6 servings	
	Whole Grains 2x/week		Whole Grains 4x/week		Whole Grains 6x/week	



<b>Milk</b>	1 serving		2 servings		3 servings	
<b>Calories</b>	No less than 600 Average 655 for the week		No less than 1200 Average 1310 for the week		No less than 1800 Average 1965 for the week	
<b>Ground meat</b>	No more than 2x/week		No more than 4x/week		No more than 6x/week	
<b>Follows Meal Preparation Guidelines</b>	Sodium		Sodium		Sodium	
	Fat		Fat		Fat	

**I certify that, to the best of my knowledge, each meal in the attached menus provides one-third of the current Dietary Reference Intakes of the National Academy of Sciences and conforms to the Dietary Guidelines for Americans.**

<b>Signature:</b>	_____	<b>Date:</b>	_____
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**Menu Approval Sheet**

for use with

Nutritional Analysis  
for the Maryland Senior Nutrition Program

Nutrient	1 Meal per Day		2 Meals per Day		3 Meals per Day	
	Minimum	Check	Minimum	Check	Minimum	Check
<b>Energy</b>	No less than 600; Average 655 for the week		No less than 1200; Average 1310 for the week		No less than 1800; Average 1965 for the week	
<b>Protein</b>	17 grams		34 grams		51 grams	
<b>Fat</b>	≤35%per meal; 30% average over one week		≤35% per meal; 30% average over one week		≤35% per meal; 30% average over one week	
<b>Fiber</b>	8 grams average over one week		16 grams average over one week		24 grams average over one week	
<b>Calcium</b>	400 mg		800 mg		1200 mg	
<b>Magnesium</b>	140 mg		280 mg		420 mg	
<b>Zinc</b>	3.7 mg		7.4 mg		11.1 mg	
<b>Vitamin A</b>	300 mcg (RE) averaged over one week		600 mcg (RE) averaged over one week		900 mcg (RE) averaged over one week	
<b>Vitamin B6</b>	.6 mg		1.2 mg		1.8 mg	
<b>Vitamin B12</b>	.8 mcg		1.6 mcg		2.4 mcg	
<b>Vitamin C</b>	30 mg		60 mg		90 mg	
<b>Sodium</b>	≤ 1000 mg averaged over one week; no more than 1200 mg per meal		≤ 1800 mg averaged over one week		≤ 2400 mg averaged over one week	

I certify that, to the best of my knowledge, each meal in the attached menus provides one-third of the current Recommended Dietary Allowances of the National Academy of Sciences and conforms to the Dietary Guidelines for Americans.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment J**

**SENIOR NUTRITION PROGRAM SITE LISTING**

Meals are served at noon Monday - Friday, except as noted.

**Congregate Nutrition Sites (14)**

**Arcola Towers**

*1135 University Boulevard, Wheaton 20902*

**Damascus Senior Center**

*9701 Main Street, Damascus 20872*

**East County Community Center (Tues, Fri only)**

*3310 Gateshead Manor Way, Silver Spring 20904*

**Elizabeth House**

*1400 Fenwick Lane, Silver Spring 20910*

**Forest Oak Towers**

*101 Odendhal Road, Gaithersburg, 20877*

**Praisner Community Center (Tues, Thurs only)**

*14906 Old Columbia Pike, Burtonsville 20866*

**Holiday Park Senior Center**

*3950 Ferrara Drive, Wheaton 20906*

**Holly Hall**

*101110 New Hampshire Avenue, Silver Spring, MD 20903 (January 15, 2012)*

**Inwood House**

*10921 Inwood Avenue, Silver Spring, MD 20902*

**Lakeview House**

*10250 Westlake Drive, Bethesda 20817*

**Long Branch Community Center**

*8700 Piney Branch Road, Silver Spring 20901*

**Margaret Schweinhaut Senior Center**

*1000 Forest Glen Road, Silver Spring 20901*

**Rockville Senior Center**

*1150 Carnation Drive, Rockville 20850*

**Ross Boddy Community Center (Wed, Thurs only)**

*18529 Brooke Road, Sandy Spring 20860*

**Waverly House**

*4521 East-West Highway, Bethesda 20814*

**Home-Delivered Meals Sites (4)**

**Damascus Meals on Wheels delivered to Damascus Senior Center**

*9701 Main Street, Damascus, MD 20872*

**Churchill Senior Living**

*21000 Father Hurley Boulevard, Germantown 20874*

**Germantown Meals on Wheels**

*Delivered to Black Rock Center, Germantown*

**Franklin Apartments**

*7620 Maple Avenue, Takoma Park 20912*

**Dickerson Meals on Wheels**

*Delivered to Orient Express, 9210 Wightman Road, Montgomery Village 20886*

## Attachment K

RFP # 1012159

### Department of Health & Human Services Senior Nutrition Program

### **Components of Meal Cost**

Estimated or actual cost to provide program for one year

Cost of meals: \_\_\_\_\_ x \_\_\_\_\_ \$ \_\_\_\_\_  
price/meal # meals

Delivery of meals, if additional cost \$ \_\_\_\_\_

Cost of additional food & supplies \$ \_\_\_\_\_  
(such as fruit, beverage, supplies to serve meals)

Rental(s) for site(s) \$ \_\_\_\_\_

Annual food service license(s) for site(s) \$ \_\_\_\_\_

Staff expenses \$ \_\_\_\_\_  
(program management, food service manager certification)

Cost of programming \$ \_\_\_\_\_  
(additional lecturers, supplies for activities)

Annual insurance \$ \_\_\_\_\_

Total Cost \$ \_\_\_\_\_

Minus estimated donations \$ \_\_\_\_\_

**Cost of Providing Service for one year \$ \_\_\_\_\_**

\$ \_\_\_\_\_ ÷ \_\_\_\_\_ = \$ \_\_\_\_\_  
Cost of Providing Service # Meals **Cost per Meal**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date